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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ALLSTATE LIFE INSURANCE COMPANY,

Plaintiff,

v.

JEFFREY STILLWELL,
THERESA FRANCY, and STILLWELL
FINANCIAL ADVISORS, LLC,

Defendants.

Civil Action No.:

3:15-cv-08251-AET-TJB

**ALLSTATE LIFE INSURANCE
COMPANY’S MOTION TO FILE
EXHIBIT UNDER SEAL IN
SUPPORT OF REPLY BRIEF FOR
FEES**

JEFFREY STILLWELL,

Counter-Plaintiff,

v.

ALLSTATE LIFE INSURANCE COMPANY,

Counter-Defendant.

Plaintiff Allstate Life Insurance Company (“ALIC”), pursuant to Local Rule 5.3(c) and the Protective Order (Dkt. 17) entered in this action, as well as this Court’s July 7, 2021 Order

(ECF 160), moves this Honorable Court to file Exhibit 1 to ALIC's Reply in Support of Petition for Attorneys' Fees, under seal. In support thereof, ALIC states as follows:

This action involves claims against Defendants Jeffrey Stillwell and Theresa Francy, and Stillwell's newly formed company Stillwell Financial Associates, LLC ("SFA") for breach of contract, misappropriation of trade secrets, tortious interference, and unfair competition. On or around March 10, 2021, this Court entered an order regarding the parties' agreed dismissal as to certain claims, as well as a briefing schedule with respect to ALIC's Motions for Fees and Costs pursuant to Federal and Local Rule 54. (ECF 144.) To address certain arguments set forth by Defendants in Opposition to ALIC's Petition for Fees (ECF 155), ALIC attached the Confidential Settlement Agreement as Exhibit 1 to its Reply in Support of its Petition For Fees, which, as argued within the reply brief, Defendants' response brief comes perilously close to violating the terms of settlement.

First, the Court is correct that ALIC *inadvertently* filed its Reply brief (ECF 158) under seal. That was a mistake and ALIC does not seek to have the reply brief itself filed under seal.

Second, further addressing the Court's request, as the title of the document at Exhibit 1 to ALIC's Reply brief suggests, the terms of settlement are confidential and are not intended for public review. The terms of settlement are highly confidential and, notwithstanding ALIC's petition for fees, was intended only to be exchanged between the parties and their respective counsel. In other words, the terms of the parties' settlement, monetary and otherwise, are not (and never have been) intended for public review. The terms of settlement are at issue solely based on arguments raised by Defendants in opposition to ALIC's opening brief, and there is no other document that can be referenced or attached *other than* the settlement agreement to address Defendants' arguments on that score. ALIC has not previously requested any order from this

Court requesting that this document be filed under seal. ALIC is not aware of any party objecting to the motion to seal request.

WHEREFORE, Allstate Life Insurance Company respectfully requests this Court grant its Motion to Seal Exhibit 1 attached to its Reply in support of ALIC's Petition for Attorneys' Fees.

Dated: July 12, 2021

Respectfully submitted,

SEYFARTH SHAW LLP

By: /s/ James S. Yu

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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on July 12, 2021, he electronically filed the foregoing **Motion to File Exhibit Under Seal** with the Clerk of the Court using the ECF system, which will send notification to all counsel of record.

/s/ James S. Yu

James S. Yu